



DRAPER FISHER JURVETSON



DFJ-CISCO GLOBAL BUSINESS PLAN COMPETITION
COMPETITOR APPLICATION



Event Checklist

- You meet eligibility criteria detailed in the "Rules and Eligibility" section.
- You have been nominated by a member of the DFJ Network.
Name of DFJ Network Fund: _____.
- Name of DFJ Network Partner: _____.
- You have written an Executive Summary in English that is no more than eight (8) pages (typed and double-spaced only), not including resumes.
- You have an up-to-date resume for each presenting team member.
- You have written a Business Plan in English that is no more than twenty-five (25) pages (typed and double-spaced only), not including resumes.
- You have completed a copy of the "Executive Summary Cover Sheet" contained in this document.
- You have read, signed, and attached the "Certifications and Agreements" contained in this document. Please make sure you have read the "Investment" section of the "Certifications and Agreement" form. Each team member must sign this form.
- You must submit a PDF version of the Executive Summary Cover Sheet, Business Plan, Executive Summary, resumes, and signed copies of the Certifications and Agreements electronically to David Rohrsheim at davidr@dfj.com.
- Entries should be received electronically no later than by 5:00 PM (PST) on Friday, June 5, 2009 for West Coast USA submissions, or 5:00 PM (PST) Friday, June 12, 2009 for all other global competitors.



Executive Summary Cover Sheet

Company / Team Name			
Mailing Address			
Telephone Number			
Team Members			
Name	Title at Company	e-mail address	Student Status
<i>Please list all participants who contributed to the Business Idea. Attach additional sheets if necessary</i>			
Business Description			
What is the problem? Why this product now?			
What is the value proposition?			
Product / Technology Overview			
Potential Addressable Market Size			
Competitive Products or solutions			



RULES AND ELIGIBILITY

The DFJ-CISCO Global Business Plan Competition includes participants from universities around the globe in regions covered by the DFJ Network and Cisco. Local DFJ Network funds and Cisco will review student business plans from their region, including any official university competition winners. Based on the quality and diversity of teams applying from each university, it is possible that there may be more than one team selected for a given university or region. It is anticipated that 16 teams will be selected as Finalists for a **winner-take-all investment of at least US\$250,000** in seed stage funding.

Event Guidelines

The DFJ-CISCO Global Business Plan Competition offers an opportunity for aspiring student entrepreneurs to pitch their ideas to a team of leading venture capitalists and corporate investors. To this end, DFJ and CISCO have created the following guidelines for Challenge participants. Note that this brief summary is intended to describe the spirit of the DFJ-CISCO Global Business Plan Competition, and that DFJ and CISCO retain sole discretion to make final determinations on participant eligibility and all other matters. If you have any questions about these guidelines or about your team's eligibility to compete, please do not hesitate to contact us. We look forward to your participation and good luck!

1. Team Composition

Teams may comprise one or more people. Three quarters of the presenting team members must be students. At least one of these student team members must deliver a substantive portion of the company presentation. Students may be undergraduate, masters or PhD candidates who are matriculated in a full time, part time or executive degree granting program during the June 2008-June 2009 period. If the team members have formed a corporation, the Team does not need to include all of the employees and managers of the corporation.

2. Student Involvement

Student(s) must hold a key leadership role in the formation and operation of the business.

3. Competition Participation

Student teams may compete in the DFJ-CISCO Global Business Plan Competition only once.

4. Funding Status

Teams that have already formed entities that have accepted a preferred equity investment from an institutional investor or have received more than US\$500,000 in financing may not apply.

5. Faculty Involvement

Student teams are encouraged to seek faculty support; however, faculty support is not a requisite.



6. Judging

The judges will be representatives from DFJ, the DFJ Network and CISCO. The same persons will judge all teams throughout the day.

7. Competition Criteria

DFJ and CISCO will consider management, addressable market size, competitive positioning, barriers, capital efficiency, financial projections, and achievements to date in selecting participants and winners.



COMPETITION FORMAT

Stage 1: Collect regional submissions

Local DFJ Network representatives will reach out to relevant persons at university departments to collect business plans. At their discretion, they may elect to conduct preliminary due diligence meetings with promising candidates. Ultimately, each DFJ Network Partner in collaboration with Cisco will nominate between 1 to 4 teams from their region for consideration.

These 1 to 4 teams only will then be asked to complete this application packet in full and forward to David Rohrsheim at davidr@dfj.com by Friday, June 12, 2009. (Friday, June 5, 2009 for West Coast USA.)

Stage 2: Select Finalists

We have room for an absolute maximum of 16 Finalists in total. Geographical diversity is a consideration but our ultimate objective is to find the best business plan in the world. Team members at DFJ (Menlo Park) and Cisco will review all the nominated plans and select the 16 Finalists. Where possible, successful Finalists will be notified no later than Friday 19th June, 2009.

Stage 3: Global TelePresence Final

The Global Final will be held on Tuesday, June 30, 2009 (PST) at CISCO TelePresence facilities around the globe. A judging panel comprised of DFJ, DFJ Network and CISCO Corporate Development teams will sit in San Jose, California.

Judges will select the winner.

One or more teams may also be named as a "Runner Up", but a "Runner Up" will not automatically qualify for financing.

Stage 4: Announcement

The winner will be announced on June 30, 2009 at 6:30pm PST. Details of the announcement will be provided to Finalists by June 19, 2009.

The winning team is automatically eligible for at least US\$250,000 in investment in the form of convertible Notes (Exhibit A), subject to standard due diligence. The exact composition of the investor group and the amount of the investment will be determined at the time of the investment.



Certifications and Agreements

By submitting a business idea (the "Idea") to the DFJ-CISCO Global Business Plan Competition (the "Competition"), each Contestant listed below acknowledges and certifies as follows:

Originality of Plan. The Idea is the original work of the Contestants without any known conflict with or infringement of the rights of others. Neither the disclosure of the Idea in the Competition nor the Contestant's participation in the Competition will conflict with or result in a breach of or default under any contract or agreement by which the Contestant is bound. If the Idea depends on the acquisition of intellectual property rights, those rights may be acquired on commercially reasonable terms as disclosed in the Idea.

Investment. Each contestant understands and agrees that the investment shall be made in one or more convertible promissory notes to be issued by the company that owns the Idea (the "Company"), substantially in the form attached hereto as Exhibit A (the "Notes"). The exact composition of the investor group and the amount of the investment will be determined at the time of the investment. The investor group will include DFJ and/or DFJ Network partners and, at its election, Cisco. The investment terms will be the same for all investors. The Notes shall be issued in an aggregate principal amount of at least US\$250,000 and shall be convertible into the same equity securities of the Company as are sold in the Next Equity Financing, as provided in the terms of the Notes. The investment is conditioned on the Idea and the Company passing a standard due diligence review by DFJ and Cisco. The Company may be formed after the Competition, but it must be formed prior to the investment.

Waivers and Releases. Each Contestant understands that Draper Fisher Jurvetson, CISCO, each of the co-sponsors, judges, mentors, co-organizers (the "Competition Officials") and its directors, officers, partners, employees, consultants and agents (collectively "Organizer Representatives") are volunteers and are under no obligation to render any advice or service to any Contestant. The views expressed by the judges, co-sponsors, co-organizers, and the Organizer Representatives are their own and not those of Draper Fisher Jurvetson, CISCO or any person or entity. Neither the Competition Officials nor the Organizer Representatives make any representation or warranty with respect to information, documentation or advice provided to Contestants in connection with the Competition.



Each Contestant understands and agrees that the legal protection of the ideas and plans submitted by the Contestants to the Competition is the sole responsibility of the Contestant. In consideration of the time, expertise and other resources provided by the Competition Officials and Organizer Representatives to the Competition, each Contestant hereby voluntarily releases each Competition Official and each Organizing Team Member from any further liabilities, responsibilities, and accountabilities relating to or arising out of such Competition Officials or Organizer Representative's participation in the Competition. Without regard to conflicts of law, all matters related to the Competition shall be governed by California law. The personal data submitted by entrants shall be used solely for administration of the Competition and will not be shared with any third parties for any other purpose.

Business Plan Name:

Contestants

Name: Signature:

Name: Signature:

Name: Signature:

Name: Signature:



Exhibit A - USA EXAMPLE

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

CONVERTIBLE PROMISSORY NOTE

Principal Amount: \$250,000

_____, 2009
Menlo Park, California

For value received, _____, a Delaware corporation (the "Company"), promises to pay to Draper Fisher Jurvetson Fund IX, L.P. (the "Holder"), the principal sum of two hundred fifty thousand dollars (\$250,000.00). Interest shall accrue from the date of this Note on the unpaid principal amount at a rate equal to eight percent (8%) per annum, compounded annually. This Note is subject to the following terms and conditions.

1. **Maturity.** Subject to Section 2, principal and any accrued but unpaid interest under this Note shall be due and payable upon demand by the Holder at any time after August 15, 2009. Notwithstanding the foregoing, the entire unpaid principal sum of this Note, together with accrued and unpaid interest thereon, shall become immediately due and payable upon the insolvency of the Company, the commission of any act of bankruptcy by the Company, the execution by the Company of a general assignment for the benefit of creditors, the filing by or against the Company of a petition in bankruptcy or any petition for relief under the federal bankruptcy act or the continuation of such petition without dismissal for a period of ninety (90) days or more, or the appointment of a receiver or trustee to take possession of the property or assets of the Company.

2. **Conversion.**

(a) **Investment by the Holder.** The entire principal amount and accrued interest on this Note shall be converted into shares of the Company's equity securities (the "Equity Securities") issued and sold at the close of the Company's next equity financing in a single transaction or a series of related transactions yielding gross proceeds to the Company of at least



\$1,500,000 in the aggregate, exclusive of this Note (the "Next Equity Financing"). The number of shares of Equity Securities to be issued upon such conversion shall be equal to the greater of (i) the quotient obtained by dividing (A) the entire principal amount of this Note plus accrued interest by (B) 75% of the average price per share of the Equity Securities, or (ii) the quotient obtained by dividing (A) the entire principal amount of this Note plus accrued interest by (B) the quotient obtained by dividing (1) five million dollars (\$5,000,000) by (2) the aggregate number of shares of Common Stock that are outstanding plus the aggregate number of shares of Common Stock that would be outstanding upon the exercise, exchange or conversion of all of the Company's outstanding exercisable, exchangeable or convertible securities if such securities were to be exercised, exchanged or converted immediately prior to the Next Equity Financing. The resulting amount shall be rounded to the nearest whole share and the issuance of such shares upon such conversion shall be upon the terms and subject to the conditions applicable to the Next Equity Financing.

(b) Mechanics and Effect of Conversion. No fractional shares of the Company's capital stock will be issued upon conversion of this Note. In lieu of any fractional share to which the Holder would otherwise be entitled, the Company will pay to the Holder in cash the amount of the unconverted principal and interest balance of this Note that would otherwise be converted into such fractional share. Upon conversion of this Note pursuant to this Section 2, the Holder shall surrender this Note, duly endorsed, at the principal offices of the Company or any transfer agent of the Company. At its expense, the Company will, as soon as practicable thereafter, issue and deliver to such Holder, at such principal office, a certificate or certificates for the number of shares to which such Holder is entitled upon such conversion, together with an other securities and property to which the Holder is entitled upon such conversion under the terms of this Note, including a check payable to the Holder for any cash amounts payable as described herein. Upon conversion of this Note, the Company will be forever released from all of its obligations and liabilities under this Note with regard to that portion of the principal amount and accrued interest being converted including without limitation the obligation to pay such portion of the principal amount and accrued interest.

3. Payment. All payments shall be made in lawful money of the United States of America at such place as the Holder hereof may from time to time designate in writing to the Company. Payment shall be credited first to the accrued interest then due and payable and the remainder applied to principal. Prepayment of this note without the express written consent of the payee is not permitted.



4. **Transfer; Successors and Assigns.** The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Notwithstanding the foregoing, the Holder may not assign, pledge, or otherwise transfer this Note without the prior written consent of the Company, except for transfers to affiliates. Subject to the preceding sentence, this Note may be transferred only upon surrender of the original Note for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form satisfactory to the Company. Thereupon, a new note for the same principal amount and interest will be issued to, and registered in the name of, the transferee. Interest and principal are payable only to the registered holder of this Note.

5. **Governing Law.** This Note and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.

6. **Notices.** Any notice required or permitted by this Note shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by a nationally-recognized delivery service (such as Federal Express or UPS), or forty-eight (48) hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, addressed to the party to be notified at such party's address as set forth below or as subsequently modified by written notice.

7. **Amendments and Waivers.** While this note remains outstanding, should the Company raise a subsequent convertible note with terms that are superior with regard to interest rate, discount or warrant coverage, this Note shall be amended to share those same terms. Otherwise, any term of this Note may be amended only with the written consent of the Company and the Holder. Any amendment or waiver affected in accordance with this Section 7 shall be binding upon the Company, the Holder and each transferee of the Note.



8. **Action to Collect on Note.** If action is instituted to collect on this Note, the Company promises to pay all costs and expenses, including reasonable attorney's fees, incurred in connection with such action.

COMPANY:

By: _____

Name: _____
(print)

Title: _____

Address:

AGREED TO AND ACCEPTED:

DRAPER FISHER JURVETSON FUND IX, L.P.

By: _____

Name: John Fisher

Title: Managing Director